BENGALURU WEST CITY CORPORATION

Operation of Bengaluru West City Corporation (BWCC) Owned Padel Court in Sadashivnagar, Bengaluru

REQUEST FOR PROPOSAL

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BENGALURU WEST CITY CORPORATION

Office of the Executive Engineer, Malleshwaram Division, 2nd cross road,
Jaladarshini layout, MSR nagar, Mathikere, Bengaluru-560054

No: EE /MLM/KPPP/14/2025-26 dated: 28-01-2026

Short Term Notification

INVITATION FOR TENDERS (IFT)

(Two Cover System–QCBS Quality cum Cost Based System)
(Through GOK, http://kppp.karnataka.gov.in Portal Only)

1. The Bengaluru West City Corporation (BWCC) is looking to engage a private operator to manage the existing Padel Court located at Tamarind Tree Park, Sadashivnagar, Bengaluru. This initiative aims to leverage the operational expertise and investment capabilities of private players to ensure high standards of maintenance, operations, and user experience.
2. The Padel Court is situated in the popular and well-maintained Tamarind Tree Park, a frequently visited recreation spot within a densely populated residential neighborhood. Its strategic location makes it an attractive facility for regular players and sports enthusiasts in Bengaluru.
3. Bengaluru West City Corporation seeks proposals from eligible bidders to operate, manage, market, maintain, and undertake necessary repairs, including periodic replacement and maintenance of the turf, ensuring the padel court remains in excellent condition for public use throughout the tenure of the contract.
4. Executive Engineer, Malleshwaram Division, BWCC invites Bids on behalf of the Commissioner, BWCC for the following services from reputed operators who have worked on similar nature of work pertaining to operation, management and maintenance of sports facilities. For the above objectives tender is invited" through http://kppp.karnataka.gov.in).

Sl No	Name of Assignment	EMD(Amount in Rupees)	Tenure
1	Operation of Bengaluru West City Corporation Owned Padel Court in Sadashivnagar, Bengaluru	Rs. 2,40,300/- (Through Credit Card, Direct Debit, National Electronic Fund Transfer (NEFT), Over the Counter (OTC)	5 years (extendable for up to 5 more years)

5. The RFP is open to established operators. The detailed RFP with the Bid document can be downloaded from the http://kppp.karnataka.gov.inportal.

6. Request for Proposal (RFP) Document may be downloaded from the Government of Karnataka KPP Portal Website. The RFP Document can be downloaded in the Portal as per the prescribed Date and Time published in the Portal. Only interested operators who wish to participate shall remit online Transaction Fee for the RFP Document after registering in the Portal. The Transaction Fee is nonrefundable.
7. Proposals must be accompanied by Earnest Money Deposit which should be paid online through KPP portal using any of the following payment modes: Credit Card, Direct Debit, National Electronic Fund Transfer (NEFT), Over the Counter (OTC).
8. Proposals must be electronically submitted (on-line through internet) within the date and time published in KPP portal. Technical Proposals of the RFP Document will be opened at prescribed time and date in the KPP portal, in the presence of the Tenderers who wish to attend at the Office of the Executive Engineer, Malleshwaram Division, Zone-2, Malleshwaram, Bengaluru West City Corporation, 2nd cross road, Jaladarshini layout, MSR nagar, Mathikere Malleshwaram, Bengaluru - 560054
9. Pre Bid meeting will be held at the office of the Commissioner, BWCC, IPP Centre, 16th cross road, Vyalikaval, Malleshwaram on **12/02/2026** at 15.00hrs.
10. The last date for submission of completed documents is **19/02/2026** before17.00hrs.
11. Date of opening of technical proposal is **20/02/2026** after17.30 hrs
12. Date of opening of financial proposal will be after the approval of technical proposal

Essential Conditions:

13. For details, registration and e-payment visit GOK KPP website http://kppp.karnataka.gov.in or contact KPPP Helpdesk at 080 – 22485867 / 22485927.
14. For those Tenderers whose technical Bids do not satisfy the Eligibility Criteria as mentioned above, their Financial Bids will not be opened.
15. BWCC reserves the right to accept /reject any or all the Tenders without assigning any reasons.
16. Black Listed Operators / in Govt. / Quasi Govt. / Boards / BWCC etc., are not eligible to quote, if found such Tenders will be rejected.
17. The Tender will remain valid for 90 Days after the Deadline Date for Tender Submission.
18. Further Details regarding work can be obtained from the Office of the Executive Engineer, Malleshwaram Division, Zone-1, Malleshwaram, Bengaluru West City Corporation, 2nd cross road, Jaladarshini layout, MSR nagar, Mathikere Malleshwaram, Bengaluru - 560054 till last date of submission.

19. All the participants should produce all the original documents for verification whenever necessary.
20. Before Opening of the tender all Tenderers shall submit a Certified Copies (Either Certified by Gazette Officer or Notarized by Govt Notary) of required documents which are uploaded in KPPP portal.
21. Any amendments/corrigendum to this notification will be published in the KPPP – portal only.
22. Conditional tenders will not be accepted.

Sd/-

Executive Engineer,
Malleshwaram Division,
Zone -2, BWCC

Copy submitted to:

23. Hon'ble Commissioner, BWCC for kind information.
24. Addn. Commissioner, Development, BWCC,
25. Addn. Commissioner, Revenue, BWCC
26. Chief Engineer, Zone-2, BWCC
27. Superintending Engineer, Zone-2, BWCC
28. The DCF, BWCC for kind information.
29. I.T. Advisor with a Request to publish the same in the Website.
30. All Executive Engineers with a Request to publish the same in the Notice Boards.
31. Public Relation Officer, BWCC to publish in two leading Newspapers in Kannada and English.
32. Notice board / Office Copy.

Executive Engineer

Malleshwaram Division
Zone-2, Malleshwaram,
Bengaluru West City
Corporation
2nd cross road, Jaladarshini
layout
MSR nagar, Mathikere
Bengaluru - 560054

DISCLAIMER

This RFP is not an agreement and is neither an offer nor invitation by the Client to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the BWCC in relation to the operator. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for BWCC, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

BWCC, its employees, consultants and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

BWCC also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFP. BWCC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by BWCC or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the BWCC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

The issue of this RFP does not imply that the BBMP is bound to select an Applicant or to appoint the Selected Applicant, as the case maybe, for the operation and the BBMP reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

LETTER OF INVITATION

Dear Sir/Madam:

33. The Bengaluru West City Corporation is looking to engage a private operator to manage the existing Padel Court located at Tamarind Tree Park, Sadashivnagar, Bengaluru. This initiative aims to leverage the operational expertise and investment capabilities of private players to ensure high standards of maintenance, operations, and user experience. More details on the Services are provided in the attached Terms of Reference.

34. The operator will be selected under Quality cum Cost-Based Selection (QCBS) and procedures described in this RFP.

The RFP includes the following documents:

- Section 1 – Letter of Invitation
- Section 2 – Information to Operators
- Section 3 – Technical Proposal – Standard Forms
- Section 4 – Financial Proposal – Standard Forms
- Section 5 – Terms of Reference
- Section 6 – Contract for Operator’s Services

Please inform us, upon receipt:

- That youreceivedthe letterofinvitation;and
- Whether you will submit a proposal alone or in association with other entity as Joint Venture withjointand several responsibilities.

Yours sincerely,

Executive Engineer
Malleshwaram Division
Zone-2, Malleshwaram,
Bengaluru West City Corporation
2nd cross road, Jaladarshini layout
MSR nagar, Mathikere
Bengaluru - 560054

SECTION 2: INFORMATION TO OPERATORS

1. INTRODUCTION

1.1 The Authority named in the *Data Sheet* will select an Operator from among those listed in the Letter of Invitation, in accordance with the method of selection indicated in the Data Sheet.

1.2 Operators are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet (the *Proposal*), for the operation, management, maintenance, and commercialization of padel courts as described in the Assignment named in the Data Sheet. The Proposal shall form the basis for evaluation, negotiations, and ultimately for execution of a contract with the selected Operator.

1.3 The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. Where the Assignment includes multiple phases, continuation into subsequent phases shall be subject to satisfactory performance of the Operator during the preceding phase, as determined by the Authority.

1.4 Operators are expected to familiarize themselves with local conditions, regulatory requirements, site constraints, and market conditions relevant to the operation of padel courts and shall take these into account while preparing their Proposals. Operators are encouraged to undertake a site visit prior to submission of the Proposal and to attend a pre-proposal conference, if specified in the Data Sheet. Participation in the pre-proposal conference is optional. The Operator’s representative should coordinate with the officials named in the Data Sheet to arrange the site visit or obtain additional information. Adequate prior intimation shall be provided to facilitate necessary arrangements.

1.5 The Authority shall provide the inputs specified in the Data Sheet and shall, where applicable, assist the selected Operator in obtaining statutory permissions, licenses, and approvals required for lawful operation of the padel courts.

1.6 Please note that:

(i) All costs associated with preparation and submission of the Proposal, participation in meetings, site visits, and contract negotiations shall be borne solely by the Operator and shall not be reimbursed by the Authority; and

(ii) The Authority reserves the right to accept or reject any or all Proposals without assigning any reason.

1.7 The Authority expects Operators to act in a professional, transparent, and responsible manner, safeguarding the interests of the Authority at all times and avoiding conflicts of interest. An Operator shall not be engaged if its existing obligations, business interests, or relationships conflict with the objectives or performance of this Assignment.

1.7.1 Without limitation to the generality of the above, Operators shall not be eligible under the following circumstances:

(a) An entity that has been engaged by the Authority to provide services related to the same facility or project, and any of its affiliates, shall not be eligible to bid as an Operator for the same project, where such engagement results in a conflict of interest.

(b) An Operator or any of its affiliates shall not be engaged for an Assignment that, by its nature, may conflict with another assignment being undertaken by the Operator.

1.7.2 Where continuity of operations is considered essential, the Authority may indicate in the Data Sheet the possibility of extension or downstream engagement, subject entirely to the performance of the Operator and at the sole discretion of the Authority. The Authority shall not be obligated to grant any extension.

1.8 It is the policy of the Government of Karnataka (GOK) to require the highest standards of ethics during the bidding and execution of such contracts. In pursuance of this policy, GOK:

(a) defines, for the purposes of this provision, the following terms:

(i) *“Corrupt practice”* means offering, giving, receiving, or soliciting anything of value to influence the action of a public official in the selection process or during contract execution;

(ii) *“Fraudulent practice”* means misrepresentation of facts to influence a selection process or contract execution to the detriment of GOK, including collusive practices among bidders to establish non-competitive financial offers.

(b) will reject a Proposal if it determines that the Operator recommended for award has engaged in corrupt or fraudulent practices;

(c) will declare an Operator ineligible, either indefinitely or for a specified period, to be awarded GOK-financed contracts if it is found to have engaged in such practices; and

(d) reserves the right to inspect the Operator’s accounts, records, and documents relating to the performance of the contract and to have them audited by auditors appointed by GOK.

1.9 Operators shall not be under any declaration of ineligibility issued by GOK for corrupt or fraudulent practices.

1.10 Operators shall be deemed to have taken note of the provisions on fraud and corruption contained in the standard contract conditions referenced in the Data Sheet.

2. CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS

2.1 Operators may request clarification on any aspect of this RFP up to the number of days specified in the Data Sheet prior to the Proposal submission date.
All requests for clarification shall be submitted in writing (by post, email, or other means specified in the Data Sheet) to the address of the Authority indicated therein.
Responses shall be communicated to all invited Operators without identifying the source of the query.

2.2 At any time prior to the submission deadline, the Authority may amend the RFP document, either on its own initiative or in response to a clarification request.
Such amendments shall be issued through written addenda and shall be binding on all Operators. The Authority may, at its discretion, extend the deadline for submission of Proposals

3. PREPARATION OF PROPOSAL

General

3.1 Operators are requested to submit a **Proposal** (as referred to in Clause 1.2) written in the language(s) specified in the Data Sheet.

Technical Proposal

3.2 In preparing the Technical Proposal, Operators are expected to examine the RFP documents in detail. Material deficiencies or failure to provide the required information may result in rejection of the Proposal.

3.3 While preparing the Technical Proposal, Operators shall give particular attention to the following:

(i) If an Operator considers that it does not possess all the expertise required for effective operation, management, maintenance, and commercialization of the padel courts, it may associate with other entities, specialists, or service providers through joint ventures, consortium arrangements, or sub-contracting, as permitted in the Data Sheet. Any such association shall require prior approval of the Authority, where specified.

(ii) All reports, operational plans, manuals, and submissions required under this Assignment shall be prepared in the language(s) specified in the Data Sheet. It is desirable that key personnel have working knowledge of the Authority’s official language.

3.4 The Technical Proposal shall provide the following information using the Standard Forms provided in **Section 3**:

(i) Technical proposal submission form (Section 3A)

(ii) Comments and suggestions, if any, on the scope of services, performance standards, operational requirements, and facilities to be provided by the Authority (Section 3B).

(iii) A detailed description of the **operational methodology and work plan** for management, maintenance, safety, customer service, scheduling, access control, and commercialization of the padel court (Section 3C).

(iv) Proposed investment for padel court infrastructure (Section 3D)

(v) Any additional information requested in the Data Sheet.

(vi) The **Technical Proposal shall not include any financial or commercial information**.

Financial Proposal

3.5 In preparing the Financial Proposal, Operators shall take into account all requirements, obligations, and conditions specified in the RFP documents. The Financial Proposal shall be submitted only online via KPP portal, in accordance with the Standard Forms provided in **Section 4**.

3.6 The Financial Proposal (to be submitted online via KPP portal only) shall clearly specify the **financial offer payable to the Authority**, including annual rental, one-time deposit and performance bank guarantee defined in the Data Sheet, and shall be expressed in **Indian Rupees**.

3.7 The Data Sheet specifies the validity period of the Proposals following the submission deadline. If the Authority requests an extension of the Proposal validity period, Operators who do not agree to such extension shall have the right to withdraw without forfeiture of any bid security, if applicable.

4. SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS

4.1 The original Proposal, comprising the **Technical Proposal** shall be prepared in indelible ink. The Proposal shall contain no interlineations or overwriting, except as necessary to correct errors made by the Operator. Any such corrections shall be initialized by the authorized signatory of the Operator.

4.2 All pages of the Proposal shall be initialized by an authorized representative of the Operator. The authority of the signatory shall be supported by a valid **Power of Attorney** (Appendix F) submitted along with the Proposal.

4.3 For each Proposal, the Operator shall submit the number of copies specified in the Data Sheet. Each Technical Proposal and Financial Proposal shall be clearly marked as **“Original”** or **“Copy”**, as applicable. In the event of any discrepancy between the original and the copies, the original Proposal shall prevail.

4.4 The original and all copies of the **Technical Proposal** shall be placed in a sealed envelope clearly marked **“TECHNICAL PROPOSAL”**.

Sealed envelopes shall then be placed inside a single outer envelope, which shall be sealed and clearly marked with the submission address and other details specified in the Data Sheet, along with the inscription: **“DO NOT OPEN, EXCEPT IN THE PRESENCE OF THE EVALUATION COMMITTEE.”**

4.5 The completed Technical and Financial Proposals must be delivered / submitted on or before the date and time specified in the Data Sheet. Any Proposal received after the prescribed deadline shall be rejected and returned unopened.

4.6 Following the deadline for submission, the **Technical Proposals** shall be opened by the Evaluation Committee at the time and place specified in the Data Sheet. The **Financial Proposals** shall remain sealed and securely retained by the Authority until completion and approval of the technical evaluation and shall be opened only for those Operators whose Technical Proposals are found to be responsive and meet the minimum qualifying criteria.

5. PROPOSAL EVALUATION

5.1 General

5.1.1 From the time the Proposals are opened until the award of the Contract, if any Operator wishes to communicate with the Authority on any matter related to its Proposal, such communication shall be made only in writing to the address specified in the Data Sheet. Any attempt by an Operator to influence the Authority in the evaluation, comparison, or award process may result in rejection of the Proposal.

5.1.2 Evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is completed and approved by the competent authority.

5.2 Evaluation of Technical Proposals

5.2.1 The Evaluation Committee appointed by the Authority shall evaluate the Technical Proposals based on their responsiveness to the requirements of this RFP, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet.

5.2.2 Each responsive Technical Proposal shall be assigned a technical score (St). A Proposal shall be rejected at this stage if:

- It is found to be non-responsive to material requirements of the RFP; or
- It fails to achieve the minimum technical qualifying score specified in Clause 5.5.

5.3 Eligibility Criteria (Pass / Fail)

Only those Bidders who meet all the following eligibility criteria shall be considered for further evaluation:

A. Technical Capacity

The Bidder must have prior experience in operating or managing at least one sports, fitness, or recreational facility of minimum built-up area 200 square meters, such as (but not limited to):

- Padel / tennis courts

- Sports arenas
- Gyms / fitness centers
- Turf or indoor sports facilities

Such experience must have been undertaken within the last three (3) years preceding the Bid Due Date.

Supporting documents:

Work order / agreement / completion certificate / client certificate clearly indicating:

- Nature of facility
- Area
- Duration
- Role of the Bidder

B. Financial Capacity

To demonstrate financial capacity, the Bidder shall, over the last five (5) financial years preceding the Bid Due Date:

- Have achieved, in at least three (3) financial years, an average annual turnover of not less than INR 10,00,000 (Indian Rupees Ten Lakhs only).

Supporting documents:

CA-certified financial statements or turnover certificate.

C. Other Conditions

- The Bidder shall not be blacklisted by any Central or State Government, Public Sector Undertaking, or Urban Local Body as on the Bid Due Date.
- Joint Ventures, Consortiums, or similar arrangements shall be permitted / not permitted as specified in the Data Sheet.

5.4 Technical Evaluation Parameters (Summary)

The Technical Proposals of eligible Bidders shall be evaluated broadly on the following parameters, with detailed criteria and marks specified in the Data Sheet:

i. Site appreciation and quality of operational approach and methodology, including proposed systems for bookings, access control, scheduling, and day-to-day management of the padel court.

ii. Assessment of the bidder’s financial commitment and willingness to invest towards development of the padel court infrastructure.

5.5 Minimum Technical Score

The minimum technical score required to qualify for financial evaluation shall be 75 marks out of 100.

Only those Bidders achieving the minimum technical score shall have their Financial Proposals opened.

5.6 Evaluation of Financial Proposals

5.6.1 Financial Proposals shall be opened only for Bidders who qualify in the technical evaluation.

5.6.2 The Financial Proposal shall be evaluated based on the annual rental payable to the Authority

5.7 Normalization of Scores

a) Technical Score

The highest technical score (Tm) shall be assigned a score of 100. Other technical scores shall be normalized as:

$$St = 100 \times \frac{T}{Tm}$$ Where:

- St = normalized technical score
- T = technical score of the Bidder
- Tm = highest technical score

b) Financial Score

The highest annual rental (Fm) shall be assigned a financial score (Sf) of 100. Other financial scores shall be normalized as:

$$Sf = 100 \times \frac{F}{Fm}$$ Where:

- Sf = normalized financial score
- F = financial offer of the Bidder
- Fm = highest financial offer

5.8 Combined QCBS Score

The combined score (S) shall be calculated using Quality-cum-Cost-Based Selection (QCBS) as follows:

$$S = (St \times T_w) + (Sf \times F_w)$$ Where:

- Tw = weight for Technical Proposal
- Fw = weight for Financial Proposal

Unless otherwise specified in the Data Sheet, the weights shall be:

- Technical: 70%
- Financial: 30%

5.9 Award of Contract

The Contract shall be awarded to the Bidder with the highest combined QCBS score

6. NEGOTIATIONS

6.1 Negotiations shall be held at the address indicated in the Data Sheet. The objective of the negotiations shall be to reach agreement on all contractual, technical, operational, and commercial aspects and to finalize and sign the Contract with the Selected Operator.

6.2 Negotiations shall include discussions on the **Technical Proposal**, including the proposed operational approach, methodology, staffing plan, site management strategy, maintenance philosophy, and any suggestions made by the Operator to improve service delivery, asset upkeep, or utilization of the padel court.

During negotiations, the Authority and the Selected Operator shall finalize:

- The scope of operations, maintenance, and management services;
- The finalized operational plan and staffing deployment;
- Reporting requirements, service standards, and performance obligations; and
- Roles, responsibilities, and inputs to be provided by the Authority, if any.

The agreed operational plan and finalized scope of services shall be incorporated into the **Contract / Description of Services**, forming an integral part of the Contract.

6.3 Unless there are exceptional circumstances, **financial negotiations shall not involve any revision of the financial offer submitted by the Operator**, including the quoted payments, fees, revenue share, or other financial commitments payable to the Authority.

6.4 Negotiations shall conclude with a review and finalization of the draft Contract. Upon successful conclusion of negotiations, the Authority and the Selected Operator shall initial the agreed Contract.

If negotiations with the Selected Operator fail, the Authority may invite the Operator whose Proposal received the **next highest combined score** to negotiate the Contract.

7. AWARD OF CONTRACT

7.1 The Contract shall be awarded following successful completion of negotiations in accordance with Clause 6 above.

7.2 After conclusion of negotiations and award of the Contract, the Authority shall promptly notify the unsuccessful Operators. The Financial Proposals of those Operators who did not qualify for financial evaluation in accordance with Clause 5 shall be returned unopened, where applicable.

7.3 The Selected Operator shall be required to commence operations on the date and at the location specified in the Data Sheet, subject to fulfillment of all pre-contract conditions.

8. CONFIDENTIALITY

8.1 Information relating to the evaluation of Proposals, recommendations concerning award of the Contract, and related deliberations shall not be disclosed to any Operator or to any other person not officially concerned with the selection process until the Selected Operator has been formally notified of the award of the Contract

DATA SHEET

Information to Operators

(Clauses referenced here are as per SECTION 2: INFORMATION TO OPERATORS)

Clause Reference

Clause Ref.		
1.1	**Name of the Authority (Client):**	Commissioner, Bengaluru West City Corporation (BWCC), Bengaluru Represented by: Executive Engineer, Malleshwaram Division, Zone-2, Bengaluru West City Corporation, Bengaluru.
	Method of Selection:	Quality-and-Cost-Based Selection (QCBS)
1.2	**Technical and Financial Proposals Requested:**	Yes
	Name of the Assignment:	Operation of Bengaluru West City Corporation (BWCC) Owned Padel Court in Sadashivnagar, Bengaluru
	Description of the Assignment:	The Authority intends to engage a private **Operator for the operation, management, maintenance, marketing, and upkeep** of the existing padel court located at **Tamarind Tree Park, Sadashivnagar, Bengaluru.** The Operator shall be responsible for day-to-day operations, booking management, customer service, safety, cleanliness, routine and periodic maintenance including turf replacement, and ensuring uninterrupted public access and optimal utilization of the facility throughout the Contract period. (Further detailed in Section 5 – Terms of Reference)
	Objectives of the Assignment:	The objective is to ensure **high standards of facility management, asset upkeep, user experience, and sustainable operations,** while maximizing utilization of the public sports asset and generating revenue for the Authority through a transparent and competitive selection of a capable Operator.
1.3	**The Assignment**	**No**

Clause Ref.		
	is phased:	
1.4	**Pre-Proposal Conference:**	Yes
	Date & Time:	12/02/2026 at 15:00 hrs
	Venue:	Office of the Commissioner, BWCC, IPP Centre, 16th cross road, Vyalikaval, Malleshwaram, Bengaluru-560003 (or as updated through corrigendum on the KPP Portal)
	Authority's Official for Clarifications / Site Visit:	Executive Engineer, Malleshwaram Division, Zone-2, BWCC, Bengaluru.
1.5	**Inputs to be provided by the Authority:**	The Authority shall provide access to the padel court premises for inspection, along with available site-related information and documents as specified in the Terms of Reference and Contract.
1.7.2	**Continuity / Extension of Contract:**	Yes
	Initial Contract Period:	5 (five) years
	Extension:	Extendable for up to an additional 5 (five) years, at the sole discretion of the Authority, subject to satisfactory performance and compliance with Contract terms.
1.10	**Fraud and Corruption Clauses in the Contract:**	As per relevant provisions of the General Conditions of Contract and applicable Government of Karnataka / BWCC rules.
Clarification and Amendment		
2.1	Clarifications may be requested up to **one (1) day prior to the pre-proposal conference.**	
	Address for requesting clarifications:	Executive Engineer, Malleshwaram Division, Zone-2, Bengaluru West City Corporation, Bengaluru.
Proposal Preparation		

Clause Ref.		
3.1	**Proposal language:**	English
3.3	**(i) Association / Joint Venture / Consortium:**	Yes
	Where the Bidder is a **Consortium**, the following shall apply:	a) A Consortium shall consist of **not more than 2 (2) members**. Required information shall be submitted for each member. b) The Consortium shall nominate a **Lead Member** holding at least **26% equity** in the SPV for the first **two (2) years** from the Commercial Operation Date (COD). The nomination shall be supported by a **Power of Attorney** as per **Appendix-F**. c) A Bidder shall not submit more than one Proposal, either individually or as a member of any Consortium, nor be part of more than one Consortium. d) Upon selection, the Consortium shall **incorporate an SPV** to execute the Project and enter into the Concession Agreement. e) Consortium members shall submit a **Joint Bidding Agreement** as per **Appendix-H**, specifying: • equity participation of each member; • roles and responsibilities, including O&M obligations; • commitment that members whose experience is relied upon shall hold at least **26% equity**; and • confirmation that Promoter/Consortium Members and their Associates shall collectively hold at least **51% equity**, with no member holding less than **5%**, until the second anniversary of COD. f) All Consortium members shall be **jointly and severally liable** for Project obligations until Financial Close. g) The Joint Bidding Agreement shall not be amended without prior written approval of the

Clause Ref.		
		Authority
3.4	**(vii) Additional information in the Technical Proposal:**	As specified in the RFP and Terms of Reference.
3.7	**Proposal validity:**	90 (ninety) days from the Proposal submission deadline.
Submission, Receipt and Opening		
4.3	Proposal shall be submitted **electronically through the KPP Portal** as per tender instructions.	
4.4	**Proposal submission address (for correspondence only):**	Executive Engineer, Malleshwaram Division, Zone-2, Bengaluru West City Corporation, Bengaluru.
4.5	**Proposal submission deadline:**	19/02/2026 before 17:00 hrs

Evaluation

5.4 Technical Evaluation Criteria and Marks

Technical Proposals shall be evaluated for a total of **100 marks** based on the following four (4) parameters:

S. No.	Evaluation Parameter	Criteria for Marking	Maximum Marks
A	**Site appreciation and quality of operational approach and methodology**	Assessment of understanding of the site context, public-use environment, operational challenges, and utilization & upkeep strategy. Proposed operational approach covering booking systems, daily operations, maintenance, safety, and customer service.	**40**
B	**Willingness to invest in padel court**	**Assessment of the bidder's financial commitment towards development of the padel court infrastructure.**	**60**

S. No.	Evaluation Parameter	Criteria for Marking	Maximum Marks
	infrastructure	Higher proposed investment reflects stronger commitment to asset quality and long-term project sustainability. **Scoring methodology:** Marks shall be allocated on a **proportionate basis**, as per the following formula: $\text{Score} = 60 \times \frac{T}{T_m}$ Where: • **T** = Proposed investment amount by the bidder • **T_m** = Highest proposed investment amount among all bidders The bidder proposing the **highest investment** shall receive the **maximum score of 60 marks**, with other bidders receiving proportionately lower scores.	
	Total		**100**

Minimum Technical Score Required:

75 marks out of 100

Only Bidders scoring **75 marks or above** shall qualify for opening of Financial Proposals.

5.7 Normalization of Scores

a) Technical Score

The highest technical score (Tm) shall be assigned a score of 100. Other technical scores shall be normalized as:

$St = 100 \times \frac{T}{Tm}$ Where:

- St = normalized technical score
- T = technical score of the Bidder
- Tm = highest technical score

b) Financial Score

The highest annual rental (Fm) shall be assigned a financial score (Sf) of 100.
Other financial scores shall be normalized as:

$$Sf = 100 \times \frac{F}{Fm}$$ Where:

- Sf = normalized financial score
- F = financial offer of the Bidder
- Fm = highest financial offer

8.2 Combined QCBS Score

The combined score (S) shall be calculated using Quality-cum-Cost-Based Selection (QCBS) as follows:

$$S = (St \times T_w) + (Sf \times F_w)$$ Where:

- Tw = weight for Technical Proposal
- Fw = weight for Financial Proposal

Unless otherwise specified in the Data Sheet, the weights shall be:

- Technical: 70%
- Financial: 30%

6.1 Address for negotiations:

Executive Engineer, Malleshwaram Division, Zone-2, Bengaluru West City Corporation, Bengaluru.

7.3 Expected commencement of operations:

As specified in the Letter of Acceptance and Contract, subject to fulfillment of pre-contract conditions.

SECTION III: TECHNICAL PROPOSAL – STANDARD FORMS

3A. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

From:
(Name of Bidder / Operator)

To:
The Executive Engineer
Malleshwaram Division, Zone-2
Bengaluru West City Corporation
Bengaluru – 560054

Subject:
Operation of Bengaluru West City Corporation (BWCC) Owned Padel Court in Sadashivnagar, Bengaluru – Technical Proposal

Dear Sir/Madam,

We, the undersigned, hereby submit our Technical Proposal for the Operation of Bengaluru West City Corporation (BWCC) Owned Padel Court in Sadashivnagar, Bengaluru, in accordance with your Request for Proposal dated 26/12/2025.

We confirm that our Proposal comprises a Technical Proposal and a Financial Proposal, submitted separately in accordance with the provisions of the RFP.

If negotiations are held during the period of Proposal validity, we undertake to negotiate on the basis of the information, staffing, and approach proposed in this Technical Proposal. Our Proposal shall remain binding upon us, subject to modifications resulting from contract negotiations, if any.

We understand that the Authority is not bound to accept any Proposal it receives.

Yours faithfully,

Authorized Signatory:
Name & Designation:
Name of Bidder / Operator:
Address:
Contact Details:

3B. COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE

A. On the Terms of Reference

1.
2.
3.

B. On data, services, and facilities to be provided by the Authority

1.
2.
3.

Name of Bidder / Operator: _____

3C. OPERATIONAL APPROACH AND METHODOLOGY

The Bidder shall provide a detailed description of its operational approach and methodology, covering at minimum:

- Day-to-day operations and scheduling of the padel court
- Booking system (online / offline)
- Customer service and user management
- Maintenance and housekeeping practices
- Safety, security, and risk management measures
- Compliance with municipal and statutory requirements
- Schedule of reporting to BWCC

This section will be evaluated under Quality of Operational Approach and Methodology.

3D. PROPOSED INVESTMENT FOR PADEL COURT INFRASTRUCTURE

S. No.	Particulars	Bidder's proposal
1	Total proposed capital investment for padel court (₹)	
2	Scope covered under proposed investment (e.g., court construction, lighting, seating, amenities, etc.)	
3	Phasing of investment (upfront / phased – please specify timeline)	

SECTION IV: FINANCIAL PROPOSAL – STANDARD FORMS

4A. FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

From:
(Name of Bidder / Operator)

To:
The Executive Engineer
Malleshwaram Division, Zone-2
Bengaluru West City Corporation
Bengaluru – 560054

Subject:
Operation of Bengaluru West City Corporation (BWCC) Owned Padel Court in Sadashivnagar, Bengaluru – Financial Proposal

Dear Sir/Madam,

We, the undersigned, hereby submit our **Financial Proposal** for the *Operation of Bengaluru West City Corporation (BWCC) Owned Padel Court in Sadashivnagar, Bengaluru*, in accordance with the Request for Proposal dated _____, and pursuant to submission of our Technical Proposal.

We confirm that this Financial Proposal has been prepared **after taking into consideration all terms and conditions** of the RFP, the draft Contract / Concession Agreement, site conditions, statutory requirements, and our own assessment of costs and revenues.

Financial Offer

We hereby offer to pay an **Annual Rental** to the Authority as specified in **Form 4B – Summary of Financial Offer**, subject to the following confirmations:

35. We understand that the **minimum Annual Rental payable to the Authority is INR 7,20,000/- (Rupees Seven Lakhs Twenty Thousand only) excluding applicable GST**, and that any Financial Proposal quoting below this amount shall be summarily rejected as non-responsive.

36. We confirm that, in addition to the Annual Rental, we agree to pay a **refundable, interest-free One Time Deposit (OTD)** of **INR 5,00,000/- (Rupees Five Lakhs only)**, as specified in the RFP and Contract, within the timelines prescribed upon issuance of the Letter of Acceptance.

37. We shall also furnish a **Performance Security equivalent to 25% of the final bid amount** in the form of a Bank Guarantee favoring the “Commissioner, Bengaluru West City Corporation”. This Performance Security shall remain valid for the entire term of the agreement and be returned only after successful completion of the contract, subject to no outstanding dues, penalties, or violations.

38. We confirm that the Financial Proposal shall remain **valid for the period specified in the Data Sheet**, and shall be binding upon us, subject to modifications arising from contract negotiations, if any.

39. We undertake that, in competing for and, if selected, executing the Contract, we shall strictly comply with all applicable laws, including the **Prevention of Corruption Act, 1988,** and applicable Government of Karnataka / BWCC rules.

We understand that the Authority is not bound to accept any Proposal received.

Yours faithfully,

Authorized Signatory:
Name & Designation:
Name of Bidder / Operator:
Address:
Contact Details:

4B. SUMMARY OF FINANCIAL OFFER

Important:

- The Financial Proposal shall be submitted **only through the KPP Portal (online mode)**.
- No hard copy of the Financial Proposal shall be considered for evaluation.
- The Bidder shall quote the **Annual Rental payable to the Authority** in Indian Rupees.

Financial Offer Table

S. No.	Description	Minimum Annual Rental (INR)	Annual Rental Offered by Bidder (INR)
1	Annual Rental payable to Bengaluru West City Corporation for operation of BWCC-owned padel court at Sadashivnagar, Bengaluru	**Rs. 7,20,000/- excluding applicable GST**	**[To be filled by Bidder online on KPP portal]**

Declarations

- The Annual Rental quoted above is **exclusive of applicable taxes**, which shall be borne by the Bidder as per applicable law and Contract provisions.
- The Bidder acknowledges that **highest Annual Rental** among technically qualified bidders shall receive the highest financial score under QCBS.
- The Bidder confirms acceptance of all payment-related obligations, including escalation (if any), penalties, and performance security, as specified in the RFP and Contract.

Note

- Financial Proposals quoting an Annual Rental **below INR 7,20,000/-** shall be rejected.
- Payments shall be made strictly in accordance with the **Special Conditions of Contract** and the **Concession / Operator Agreement**.

SECTION V: TERMS OF REFERENCE (ToR)

1. BACKGROUND

Bengaluru West City Corporation (BWCC) owns a padel court located at **Tamarind Tree Park, Sadashivnagar, Bengaluru**, situated within a well-used public park in a predominantly residential neighborhood.

In order to ensure **professional operation, effective maintenance, enhanced utilization, and improved user experience** of this public sports facility, BWCC intends to engage a **private Operator** through a transparent **Quality-cum-Cost-Based Selection (QCBS)** process.

The padel court is a public asset, and BWCC seeks to balance:

- sustained public access,
- high standards of upkeep and safety,

through a clearly defined **operation and maintenance (O&M) concession arrangement.**

2. OBJECTIVES

The objectives of this engagement are to:

- Ensure **efficient day-to-day operation and management** of the padel court;
- Maintain the facility in **safe, clean, and playable condition** at all times;
- Maximize **utilization of the court** through effective scheduling, booking, and customer management;
- Provide a **high-quality user experience** consistent with public recreation standards;
- Protect the **physical condition and asset value** of the padel court; and

3. DETAILED SCOPE OF SERVICES

The Selected Operator shall be responsible for the following scope of services throughout the Contract period.

A. Operations and Management

1. Operate the padel court on a regular basis in accordance with timings approved by BWCC.
2. Implement and manage a **booking system** (online and/or offline) for user access.
3. Manage customer interactions, bookings, grievances, and on-site supervision.
4. Ensure compliance with all applicable municipal and statutory requirements.

B. Maintenance and Upkeep

1. Maintain the playing surface, fencing, lighting, and associated infrastructure.
2. Carry out **routine, preventive, and corrective maintenance**, including periodic turf replacement, at the Operator's own cost.
3. Ensure cleanliness of the court and immediate surrounding area.
4. Maintain safety standards and address wear-and-tear promptly.

C. Safety and Public Use

1. Ensure the padel court is safe for public use at all times.
2. Implement basic safety protocols and emergency response measures.
3. Ensure orderly use of the facility, particularly given its location within a public park.

D. Reporting and Compliance

1. Submit quarterly reports to BWCC on:
    - utilization,
    - maintenance activities, and
    - any incidents or major repairs undertaken.
2. Facilitate inspections by BWCC officials as and when required.

4. DELIVERABLES

The Operator shall be responsible for the following key deliverables:

S. No.	Deliverable	Timeline
1	Commencement of operations	As per Contract
2	Operational plan (including booking & maintenance systems)	Within 30 days of handover
3	Periodic maintenance & safety compliance	Ongoing
4	Utilization and performance reports	As specified by BWCC

5. TIME AND PAYMENT STRUCTURE

5.1 Contract Duration

- Initial Contract Period: **5 (five) years**
- Extension: Up to **5 (five) additional years**, subject to performance and BWCC discretion.

5.2 Payments by Operator

- The Operator shall pay BWCC the **Annual Rental** quoted in the Financial Proposal.

- The Operator shall also deposit a **refundable, interest-free One Time Deposit (OTD)** of **Rs. 5,00,000/-**.
- The Operator shall also furnish a **Performance Security equivalent to 25% of the final bid amount** in the form of a Bank Guarantee favoring the "Commissioner, Bengaluru West City Corporation".
- All payments shall be made strictly in accordance with the **Special Conditions of Contract**.

6. RESPONSIBILITIES OF THE OPERATOR

The Operator shall:

1. Bear all costs related to operations, staffing, maintenance, utilities, and compliance.
2. Ensure uninterrupted service except during scheduled maintenance or force majeure.
3. Not create any third-party rights over the facility.
4. Not sub-license or transfer rights without prior written approval of BWCC.

7. OBLIGATIONS OF THE AUTHORITY

BWCC shall:

1. Provide access to the padel court for operation as per the Contract.
2. Facilitate site handover and inspections.
3. Monitor compliance with Contract terms.

BWCC shall not be responsible for:

- operational losses,
- staffing issues,
- maintenance costs, or
- statutory liabilities of the Operator.

8. REPORTING AND COORDINATION

1. The Operator shall coordinate with the designated BWCC official.
2. Periodic meetings may be held to review operations and compliance.
3. All communications shall be documented as required.

9. DATA, DOCUMENTS, AND ASSET OWNERSHIP

1. All physical assets shall remain the property of BWCC.
2. Any reports, data, or records generated in relation to the operation of the padel court shall be available to BWCC upon request.

10. COMPLETION AND HANDOVER

1. Upon expiry or termination of the Contract, the Operator shall hand over the padel court in **good operating condition**, subject to normal wear and tear.
2. BWCC shall conduct a joint inspection prior to final handover.
3. Release of Performance Security and refund of OTD shall be subject to:

- no outstanding dues,
- no unresolved defects, and
- compliance with Contract terms.

SECTION VI : CONTRACT FOR OPERATOR’S SERVICES

between

_____

[Name of Client]

and

_____

[Name of Operator]

Dated:

I. FORM OF CONTRACT (OPERATOR AGREEMENT)

This CONTRACT (hereinafter called the "Contract") is made on the ___ day of the month of _____, 2026, between, on the one hand,

BENGALURU WEST CITY CORPORATION (BWCC), represented by the Executive Engineer, Malleshwaram Division, Zone-2, BWCC, Bengaluru (hereinafter called the "Client" or "Authority")

and, on the other hand,

_____, having its registered office at _____ (hereinafter called the "Operator").

Note (if Operator is a Consortium/SPV):
If the Operator consists of more than one entity, the above should be partially amended to read as follows:
"BWCC (hereinafter called the "Client/Authority") and, on the other hand, a Consortium consisting of the following entities, namely: _____ and _____ (hereinafter called the "Consortium Members"), who shall form an SPV (the "Operator/Concessionaire") to execute the Project, and who shall be jointly and severally liable to the Client for all the Operator's obligations under this Contract, to the extent specified in the RFP, Joint Bidding Agreement and this Contract."

WHEREAS

(a) the Client has invited proposals for operation, management, maintenance, safety, and commercialization of the BWCC owned padel court at Tamarind Tree Park, Sadashivnagar, Bengaluru ("Facility") (hereinafter called the "Services");

(b) the Operator, having represented to the Client that it has the required professional skills, personnel and technical resources, and relevant experience, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the Parties hereto hereby agree as follows:

1. CONTRACT DOCUMENTS

The following documents attached hereto shall be deemed to form an integral part of this Contract:

(a) The General Conditions of Contract (hereinafter called "GC");

(b) The Special Conditions of Contract (hereinafter called "SC");

(c) The following Appendices:

- Appendix A: Letter Comprising the Application for Qualification
- Appendix B: Details of Bidder
- Appendix C: Financial Capacity of the Bidder

- Appendix D: Certificate from the Statutory Auditor regarding Projects *(including certificate for Associate, where applicable)*
- Appendix E: Statement of Legal Capacity
- Appendix F: Power of Attorney for Signing of Proposal
- Appendix G: Bank Guarantee for Bid Security
- Appendix H: Joint Bidding Agreement

Note: If any of these Appendices are not used, the words "Not Used" should be inserted next to the title of the Appendix.

2. MUTUAL RIGHTS AND OBLIGATIONS

The mutual rights and obligations of the Client and the Operator shall be as set forth in the Contract, in particular:

(a) the Operator shall carry out the Services in accordance with the provisions of the Contract; and

(b) the Operator shall make payments to the Client in accordance with the provisions of the Contract (including Annual Rental and OTD).

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF **[NAME OF CLIENT – BWCC]**
By: _____ (Authorized Representative)

FOR AND ON BEHALF OF **[NAME OF OPERATOR]**
By: _____ (Authorized Representative)

Note (if Consortium): all relevant entities / SPV sign as required.

II. GENERAL CONDITIONS OF CONTRACT (GC)

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

(a) **"Applicable Law"** means the laws and instruments having the force of law in India, including Karnataka, as issued and in force from time to time;

(b) **"Contract"** means the Contract signed by the Parties, to which these GC are attached, together with all documents listed in such signed Contract;

(c) **"Effective Date"** means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1;

(d) **"Contract Consideration"** means the payments to be made by the Operator to the Client under this Contract (including Annual Rental and OTD);

(e) **"GC"** means these General Conditions of Contract;

(f) **"Government"** means the Government of Karnataka;

(g) **"Local Currency"** means Indian Rupees;

(h) **"Member"** in case the Operator consists of a joint venture / consortium of more than one entity, means any of these entities, and "Members" means all of these entities; "Member in Charge / Lead Member" means the entity specified in the SC to act on their behalf as per the RFP;

(i) **"Party"** means the Client or the Operator, as the case may be, and "Parties" means both;

(j) **"Personnel"** means persons hired by the Operator or by any approved sub-contractor / service provider as employees and assigned to the performance of the Services

(k) **"SC"** means the Special Conditions of Contract by which these GC may be amended or supplemented;

(l) **"Services"** means the operation, management, maintenance, safety, upkeep and commercialization responsibilities to be performed by the Operator pursuant to this Contract;

(m) **"Sub-contractor / Service Provider"** means any entity to which the Operator subcontracts any part of the Services;

(n) **"Third Party"** means any person or entity other than the Government, the Client, the Operator, or a Sub-contractor / Service Provider;

(o) "Facility" means the BWCC owned padel court located at Tamarind Tree Park, Sadashivnagar, Bengaluru including appurtenant assets handed over to the Operator;

(p) "Annual Rental" means the amount payable by the Operator to BWCC per year as per Section IV) 4B;

(q) "OTD" means One Time Deposit payable by the Operator to BWCC as per Section IV) 4A.

1.2 Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by Applicable Law.

1.3 Language

This Contract has been executed in English, which shall be the binding and controlling language.

1.4 Notices

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party addressed, or when sent by registered mail, email, telex, telegram or facsimile to such Party at the address specified in the SC.

1.5 Location

The Services shall be performed at the Facility as specified and such other locations as BWCC may approve for purposes of performance, reporting, inspections, or meetings.

1.6 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Operator may be taken or executed by the officials specified in the SC.

1.7 Taxes and Duties

The Operator, Sub-contractors / Service Providers and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under Applicable Law, including those arising from revenue earned by the Operator, and from performance of the Services.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC.

2.2 Commencement of Services

The Operator shall begin carrying out the Services within thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SC, subject to site handover by BWCC.

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause 2.7, this Contract shall terminate at the end of such time period after the Effective Date as specified in the SC.

2.4 Modification

Modification of the terms and conditions of this Contract, including modification of scope of Services or the Contract Consideration, may only be made by written agreement between the Parties.

2.5 Force Majeure

2.5.1 Definition

"Force Majeure" means an event beyond reasonable control of a Party which makes performance impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

Failure of a Party to fulfill any obligations shall not be considered breach insofar as such inability arises from Force Majeure, provided that the affected Party:

(a) has taken all reasonable precautions and alternative measures; and

(b) has informed the other Party as soon as possible.

2.5.3 Extension of Time

Any period within which a Party shall complete any action shall be extended for a period equal to the time during which such Party was unable to perform as a result of Force Majeure.

2.5.4 Payments

During Force Majeure, treatment of Annual Rental/OTD obligations (deferment/waiver, if any) shall be as specified in the SC. **No entitlement to compensation from BWCC** shall arise unless expressly provided in the SC.

2.6 Suspension

The Client may by written notice of suspension to the Operator suspend (a) the Operator's right to operate the Facility and/or (b) any approvals/permissions granted under this Contract, if the Operator fails to perform obligations, provided such notice:

(i) specifies the nature of failure; and

(ii) requests remedy within a period not exceeding thirty (30) days after receipt.

2.7 Termination

2.7.1 By the Client

The Client may terminate this Contract by not less than thirty (30) days' written notice (or such period as in SC) after occurrence of any event specified below (and sixty (60) days in case of (e), if provided):

(a) failure not remedied within thirty (30) days after notice (or such further period approved);

(b) Operator (or any Member) becomes insolvent or bankrupt;

(c) as result of Force Majeure, Operator unable to perform a material portion of Services for at least sixty (60) days;

(d) Operator, in judgment of Client, has engaged in corrupt or fraudulent practices in competing for or executing the Contract;

(e) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract (only if expressly permitted in SC).

For purpose of this clause:

- **"corrupt practice"** means offering, giving, receiving or soliciting anything of value to influence action of a public official;
- **"fraudulent practice"** means misrepresentation of facts to influence selection or execution to detriment of Government/Client including collusive practices.

2.7.2 By the Operator

The Operator may terminate this Contract by not less than thirty (30) days' written notice after occurrence of:

(a) BWCC's material breach not remedied within forty-five (45) days of notice;

(b) as result of Force Majeure, Operator unable to perform material portion for at least sixty (60) days;

(c) BWCC fails to provide access/handover essential for commencement for a period specified in SC (if applicable).

2.7.3 Cessation of Rights and Obligations

Upon termination or expiration, all rights and obligations cease except:

(i) rights and obligations accrued up to termination/expiration;
(ii) confidentiality under Clause GC 3.3; and
(iii) any rights under Applicable Law.

2.7.4 Cessation of Services and Handover

Upon termination, Operator shall take all necessary steps to close operations promptly and orderly and minimize costs, and shall hand over Facility, assets and records as per BWCC instructions.

2.7.5 Payment / Settlement upon Termination

Upon termination, BWCC and Operator shall settle:

(a) outstanding Annual Rental/dues payable by Operator up to termination date;

(b) damages/penalties, if any, payable as per Contract;

(c) refund/adjustment of OTD as per SC after adjusting outstanding dues, damages, and costs of restoration/repairs attributable to Operator (beyond normal wear and tear)

3. OBLIGATIONS OF THE OPERATOR

3.1 General

The Operator shall perform the Services with due diligence, efficiency and economy, in accordance with good industry practices for sports facility operations, and shall employ safe methods and sound management practices. The Operator shall safeguard the Client's legitimate interests in dealings with sub-contractors and third parties.

3.2 Conflict of Interests

3.2.1 Operator Not to Benefit from Commissions, Illegal Consideration etc.

The Operator shall not accept for its own benefit any illegal commission, discount or similar payment in connection with this Contract. Operator shall ensure Personnel similarly do not receive any such illegal consideration.

3.2.2 Compliance with Government Rules

Operator shall comply with applicable procurement/municipal rules where Operator's actions impact public assets, safety, or statutory compliance.

3.2.3 Operator and Affiliates Not to Engage in Prohibited Activities

The Operator and affiliates shall be disqualified from any activity that creates conflict with obligations under this Contract, including any activity specified in SC.

3.2.4 Prohibition of Conflicting Activities

Neither the Operator nor its sub-contractors nor Personnel shall engage in any activity that conflicts with performance under this Contract.

3.3 Confidentiality

Operator, its sub-contractors and Personnel shall not, during the term and within two (2) years after expiration (or as in SC), disclose

proprietary or confidential information relating to the Facility, Services, Contract, or BWCC operations without prior written consent.

3.4 Operator's Actions Requiring Client's Prior Approval

Operator shall obtain prior approval in writing before:

(a) entering into a subcontract for any part of Services, it being understood that:

(i) selection/terms must be approved prior to execution; and
(ii) Operator remains fully liable for performance by sub-contractor;

(b) any other action specified in SC.

3.5 Reporting Obligations

Operator shall submit periodic reports/documents to BWCC for inspection purposes.

3.6 Documents / Data Generated to be Property of Client (as applicable)

All operational reports, incident logs, maintenance records, inspection registers and other documents submitted under Clause 3.5 shall become and remain the property of BWCC. Operator may retain copies. Restrictions on future use, if any, shall be specified in SC.

3.7 Equipment and Materials Furnished by the Client

Equipment/materials made available by BWCC to the Operator shall remain BWCC property and shall be marked accordingly. Upon termination/expiration, Operator shall provide inventory and return/hand over as per BWCC instructions. Insurance requirements shall be as per SC.

4. OBLIGATIONS OF THE CLIENT

4.1 Assistance

Unless otherwise specified in SC, BWCC shall use best efforts to:

(a) issue instructions necessary for prompt and effective implementation;

(b) facilitate permissions/coordination with park authorities/stakeholders to the extent within BWCC control;

(c) provide other assistance specified in SC.

4.2 Services and Facilities

BWCC shall make available to the Operator, for purposes of Services and free of charge, the existing records of the property at times specified. If not made available, Parties shall agree on:

(i) time extension, if appropriate;
(ii) alternative arrangements; and

(iii) any agreed adjustments, if any, strictly as per SC.

5. PAYMENTS BY OPERATOR TO CLIENT

5.1 Annual Rental (Contract Consideration)

Operator shall pay BWCC Annual Rental as per Section IV) 4B. Annual Rental shall be a fixed obligation and payable irrespective of Operator revenues, except where SC provides relief.

5.2 Contract Consideration Details

The Contract Consideration (Annual Rental + OTD and any other amounts, if any) is set forth in SC.

5.3 Payment for Additional / Modified Services

If scope is modified under GC Clause 2.4, corresponding payment adjustments (if any) shall be as mutually agreed and recorded in writing.

5.4 Terms and Conditions of Payment

Payments shall be made to BWCC account and according to schedule in SC. Operator shall submit proof of payment as required. Any deposits/guarantees shall be furnished as per SC.

5.5 Interest on Delayed Payments

If Operator delays payments beyond the due date stated in SC, interest shall be payable for each day of delay at rate stated in SC, without prejudice to BWCC's other rights.

6. SETTLEMENT OF DISPUTES

6.1 Amicable Settlement

Parties shall use best efforts to settle amicably disputes arising out of or in connection with this Contract.

6.2 Dispute Settlement / Arbitration

Any dispute not settled amicably within thirty (30) days may be submitted to arbitration in accordance with provisions specified in SC, under Arbitration & Conciliation Act, 1996.

7. LIABILITY OF OPERATOR

7.1 No Consequential Damages

In no event will either Party be liable for special, exemplary, incidental, indirect or consequential damages (loss of profits/goodwill), except as may be expressly provided in Applicable Law.

7.2 Liability Cap

Unless otherwise specified in SC, aggregate liability shall be limited to an amount specified in SC, without limiting obligations relating to:

- third-party injury/death,
- fraud,

- wilful misconduct,
- statutory non-compliance.

7.3 Non-excludable liability

Nothing limits liability for:

(i) personal injury or death caused by negligence;
(ii) fraud; or
(iii) matters illegal to exclude under Applicable Law.

III. SPECIAL CONDITIONS OF CONTRACT (SC) (TEMPLATE)

[The Member in Charge / Lead Member is: _____]

[The addresses are:]
Client (BWCC): _____
Attention: _____
Email: _____
Facsimile: _____

Operator: _____
Attention: _____
Email: _____
Facsimile: _____

[Notice deemed effective:]
(a) personal delivery/registered mail: on delivery
(b) email: 24 hours following confirmed transmission
(c) telegram: 24 hours following confirmed transmission
(d) facsimile: 24 hours following confirmed transmission

[Authorized Representatives:]
For Client: _____
For Operator: _____

[Taxes: Operator bears all taxes; specify if any BWCC-paid taxes apply: usually “Not Applicable”]

[Effective Date: _____]
[Commencement: within ___ days / on ___ date]
[Term: 5 years; extension up to 5 years at BWCC discretion]

[Insurance:]
(1) Third party motor vehicle liability (if vehicles used)
(2) Third party/public liability insurance: minimum coverage INR _____
(3) Employer’s liability/workmen compensation insurance
(4) Facility/property insurance for BWCC-owned assets handed over (minimum coverage INR _____)
(5) Insurance for documents/records/equipment as applicable

[Other actions requiring approval: e.g., branding/signage/events, fee changes, operating hours, etc.]

[Future use restriction of BWCC documents/records: specify if any]

[Annual Rental: INR _____ per annum]
[Payment schedule: monthly/quarterly/annual in advance; due date ___]
[OTD: INR _____ payable by ___; refund terms ___]
[Interest rate for delayed payments: ___ % p.a.]

[Arbitration provisions: copy your original arbitration block; venue Bengaluru; English; A&C Act 1996.]

APPENDICES

APPENDIX-A

Letter Comprising the Application for Qualification

To,
Dated:

The Executive Engineer

Malleshwaram Division

Zone-2, Malleshwaram,

Bengaluru West City Corporation

2nd cross road, Jaladarshini layout

MSR nagar, Mathikere Malleshwaram

Bengaluru - 560054

***

Sub: Application for qualification for Operation of Bengaluru West City Corporation owned Padel Court in Sadashivnagar, Bengaluru

Dear sir,

With reference to your RFP document dated ---------, I/we, having examined the RFP document and understood its contents, hereby submit my/our Application for Qualification for the aforesaid project. The Application is unconditional and unqualified.

1. We acknowledge that the Authority will be relying on the information provided in the Application and the documents accompanying such Application for qualification of the Bidders for the aforesaid project, and we certify that all information provided in the Application and in Annexes are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Application are true copies of their respective originals.

2. This statement is made for the express purpose of qualifying and bidding as a Bidder for the development, construction, financing, and maintenance of the aforesaid Project.

3. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Qualification statement.

4. I/ We acknowledge the right of the Authority to reject our Application without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

5. I/ We certify that in the last five years, we/ any of the Consortium Members or our/ their Associates have neither failed to perform on any

contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

6. I/ We declare that:

a) I/ We have examined and have no reservations to the RFP document, including any Addendum issued by the Authority;

b) I/ We do not have any conflict of interest in accordance with the RFP document;

c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 1.8 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and

d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

7. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Application that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders.

8. I/ We believe that we satisfy the Turnover criteria and meet(s) all the requirements as specified in the RFP document and are/ is qualified to submit a Bid.

9. I/ We declare that we, or our/ its Associates are not a Member of a/ any other Consortium applying for qualification.

10. I/ We certify that in regard to matters other than security and integrity of the country, we/ or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

11. I/ We further certify that in regard to matters relating to security and integrity of the country, we or any of our Associates have not been charge- sheeted by any agency of the Government or convicted by a Court of Law.

12. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our directors/ managers/ employees.

13. I/ We further certify that we are qualified to submit a Bid in accordance with the guidelines for qualification of bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment issued by the GOI vide Department of Disinvestment OM No. 6/4/2001-DD-II dated 13th July, 2001 which guidelines apply mutatis mutandis to the Bidding Process.

14. The Statement of Legal Capacity as per format provided of the RFP document, and duly signed, is enclosed. The power of attorney for signing of application and the power of attorney for Lead Member of consortium, as per format provided at Appendices of the RFP, are also enclosed.

15. I/ We understand that the selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956, or shall incorporate as such prior to execution of the Concession Agreement.

16. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of Bidders, selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.

17. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.

18. I/We confirm that the *Annual Rental Value* (as per Section IV) 4B) has been quoted by me/us after taking into consideration all the terms and conditions stated in this RFP and the draft Concession Agreement. We understand that the bidder offering the highest annual rental value above the reserve amount shall be selected

19. We confirm that, in addition to the Annual Rental, we agree to pay a **refundable, interest-free One Time Deposit (OTD)** of **INR 5,00,000/-**, as specified in the RFP and Contract, within the timelines prescribed upon issuance of the Letter of Acceptance.

20. We shall also furnish a **Performance Security equivalent to 25% of the final bid amount** in the form of a Bank Guarantee favoring the "Commissioner, Bengaluru West City Corporation". This Performance Security shall remain valid for the entire term of the agreement and be returned only after successful completion of the contract, subject to no outstanding dues, penalties, or violations.

21. I/ We certify that in terms of the RFP, my/our Turnover is as given in the table below.

Year	Turnover (in Rs Crores Figures & Words)

22. We agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement till occurrence of Financial Closure in accordance with the Concession Agreement.

In witness thereof, I/ we submit this application under and in accordance with the terms of the RFP document.

Yours faithfully,

Date: (Signature, name and designation of the Authorized Signatory)

Place: Name and seal of the Applicant/ Lead Member

Appendix - B

Details of Bidder

1. Name and details

a. Name:

b. Country of incorporation:

c. Address of the corporate headquarters and its branch office(s), if any, in India:

d. Date of incorporation and/ or commencement of business:

2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:

3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:

a. Name:

b. Designation:

c. Company:

d. Address:

e. Telephone Number:

f. E-Mail Address:

g. Fax Number:

4. Particulars of the Authorized Signatory of the Bidder:

APPENDICES

a. Name:

b. Designation:

c. Company:

d. Address:

e. Telephone Number:

f. E-Mail Address:

g. Fax Number:

Appendix – C

Financial Capacity of the Bidder

	Year 1	Year 2	Year 3
	(1)	*(2)*	*(3)*
Turnover			

Instructions:

1) The Bidder shall attach copies of the audited balance sheets, financial statements and Annual Reports for 3 (three) years from FY 2025-26. The financial statements shall:

i) Reflect the financial situation of the Bidder and its Associates where the Bidder is relying on its Associate's financials;

ii) Be audited by a statutory auditor;

iii) Be complete, including all notes to the financial statements; and

iv) Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

1) The Bidder shall also provide the name and address of the Bankers to the Bidder.

2) The Bidder shall provide an Auditor's Certificate specifying the turnover

Appendix – D

Certificate from the Statutory Audit or regarding Projects

Based on its books of accounts and other published information authenticated by it, this is to certify that (name of the Applicant / Bidder/Associate) is/ was an equity shareholder in …….. (title of the project company) and holds/ held Rs. …….. cr. (Rupees …….. crore) of equity (which constitutes ….. % of the total paid up and subscribed equity capital) of the project company from …….. (date) to ……. (date).

The project was/is likely to be commissioned on (date of commissioning of the project).

……

……

Name of the Audit firm

Seal of the Audit Firm: (Signature, Name and Designation of the Authorized Signatory)

Date:……

$In case duly certified audited annual financial statements containing the requisite details are provided, a separate certification by statutory auditors would not be necessary.

Φ Provide Certificate as per this format only. Attach Explanatory Notes to the Certificate, if necessary. Statutory auditor means the entity that audits and certifies the annual accounts of the company

¥ In case the project is owned by the Bidder company or undertaken by contractor, this language may be suitably modified to read: "It is certified that …….. (name of Bidder) constructed and/ or owned the …….. (name of the project) from ……. (date) to ……(date)."

In the event that credit is being taken for the Eligible Experience of an Associate, as defined in RFP the Applicant should also provide a certificate in the format below:

Certificate from Statutory Auditor / Company Secretary regarding Associate

Based on the authenticated record of the Company, this is to certify that more than 50% (fifty percent) of the subscribed and paid up voting equity of (name of the Applicant/Associate) is held, directly or indirectly, by ..... (name of Associate/Applicant). By virtue of the aforesaid shareholding, the latter exercises control over the former, who is an Associate in terms of this RFP.

A brief description of the said equity held, directly or indirectly, is given below:

{Describe the shareholding of the Applicant and the Associate. In the event the Associate is under common control with the Applicant, the relationship may be suitably described and similarly certified herein}

Name of the Audit firm

Seal of the Audit Firm: (Signature, Name and Designation of the Authorized Signatory)

Date:.....

It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant project in the determination of eligibility.

Appendix-E

Statement of Legal Capacity

(To be forwarded on the letterhead of the Bidder)

Ref Date:

To,

**

**

Dear Sir,

We hereby confirm that we satisfy the terms and conditions laid out in the RFP document.

We have agreed that…….(insert individual's name) will act as our representative and has been duly authorized to submit the RFP. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of …….

Appendix-F

Power of Attorney for Signing of Proposal

Know all men by these presents, we.....(name of the firm

and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms.(name), ... son / daughter / wife of ..... and presently residing at ....., who is presently employed with us and holding the position of ....., as our true and lawful attorney (herein after referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for pre-qualification and submission of our bid for the "Operation of Bengaluru West City Corporation owned Padel Court in Sadashivnagar, Bengaluru" by the Bengaluru West City Corporation(the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Applications and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

INWITNESS WHEREOF WE, ...,THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS.....DAY OF ,2025

For

.....

(Signature, name, designation and address)

Witnesses:

1.

2. (Notarized)

Accepted

..... **(Signature)**

(Name, Title and Address of the Attorney)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague

Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

APPENDIX - G

Bank guarantee for Bid Security

B.G. No.

Dated:

1) In consideration of you, Bengaluru West City Corporation, (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of _____ [a Company registered under provision of the Companies Act, 1956] and having its registered office at _____ [and acting on behalf of its Consortium] (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for the "**Operation of Bengaluru West City Corporation owned Padel Court in Sadashivnagar, Bengaluru**" (hereinafter referred to as "the Project") pursuant to the RFP Document dated _____ issued in respect of the Project and other related documents (hereinafter collectively referred to as "Bidding Documents"), we [Name of the Bank] having our registered office at and one of its branches at (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. (Rupees ***** only) as bid security (hereinafter referred to as the "Bid Security") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents.

2) Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.

3) We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason

whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this

4) Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs..... (Rupees ..... only).

5) This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

6) We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

7) The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

8) In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

9) Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

10) We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch who shall be deemed to have been duly authorized to receive the said notice of claim.

11) It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.

12) We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.

13) The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

Signed and Delivered by Bank

By the hand of Mr./Ms.___,its___and authorized official.

(Signature of the Authorized Signatory)

(Official Seal)

APPENDIX - H

Joint Bidding Agreement

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the……. day of ……,20…

AMONGST

40. {Limited, a company incorporated under the Companies Act, 1956} and having its registered office at ……. (hereinafter referred to as the "**First Part"** which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

41. {Limited, a company incorporated under the Companies Act, 1956} and having its registered office at ……. (hereinafter referred to as the **"Second Part"** which expression shall, unless repugnant to the context include its successors and permitted assigns)[$]

The above mentioned parties of the FIRST AND SECONDPART are collectively referred to as the "**Parties"** and each is individually referred to as a **"Party"**

[$]The number of Parties will be shown here, as applicable, subject however to a maximumof2(two).

WHEREAS

A. Bengaluru West City Corporation, represented by Commissioner, Bengaluru West City Corporation and having its principal offices (hereinafter referred to as the "Authority" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Proposal (the Proposal") by its Request for Proposal No. ……. dated ……. (the "RFP") for qualification and selection of bidders for "Operation of Bengaluru West City Corporation owned Padel Court in Sadashivnagar, Bengaluru" (the "Project").

B. The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and

C. It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Proposal.

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATIONS

1.1 In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. CONSORTIUM

2.1 The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. COVENANTS

3.1 The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall incorporate a special purpose vehicle (the "SPV") under the Indian Companies Act, 1956 for entering into a Concession Agreement with the Authority and for performing all its obligations as the Concessionaire in terms of the Concession Agreement for the Project.

4. ROLE OF THE PARTIES

4.1 The Parties hereby undertake to perform the roles and responsibilities as described below:

(a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the Concession Agreement when all the obligations of the SPV shall become effective;

(b) Party of the Second Part shall be {the _____ Member of the Consortium;}

5. JOINT AND SEVERALLIABILITY

5.1 The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Concession Agreement, till such time as the Financial Close for the Project is achieved under and in accordance with the Concession Agreement.

6. SHARE HOLDING IN THE SPV

6.1 The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

First Party:

Second Party:

6.2 The Parties undertake that a minimum of 26% (twenty six per cent) by lead bidder of the subscribed and paid up equity share capital of the SPV shall, at all times till the second anniversary of the date of commercial operation of the Project, be held by the Parties of the First, {Second and Third} Part whose experience and net worth have been reckoned for the purposes of qualification and short-listing of Bidders for the Project in terms of the RFP.

6.3 The Parties undertake that each of the Parties specified in Clause 6.2 above shall, at all times between the commercial operation date of the Project and the tenth anniversary thereof, hold subscribed and paid up equity share capital of SPV equivalent to at least 11% (eleven per cent) of the Total Project Cost.

6.4 Bidder shall at no time undertake or permit any Change in Ownership except in accordance with the provisions of this Agreement and that the exiting Promoter/Consortium Members together with their Associates hold not less than 51% (fifty-one percent) of its paid-up and subscribed equity share capital of the Concessionaire as on the date of this Agreement; that the respective holding of each Consortium Member conforms to the representation made by the Consortium Members and accepted by Bengaluru West City Corporation as part of the Bid and that no Consortium Member shall hold less than 5% (five percent) and the Lead Member shall not hold less than 26% (twenty six percent) of the paid-up and subscribed equity shareholding of the Concessionaire until the second anniversary of the COD. It is hereby clarified that this clause shall not apply to the O&M Contractors, designers and investors (other than the Promoter))

6.5 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Concession Agreement.

7. REPRESENTATIONOFTHEPARTIES

Each Party represents to the other Parties as of the date of this Agreement that:

(a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

(b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

(i) require any consent or approval not already obtained;

(ii) violate any Applicable Law presently in effect and having applicability to it;

(iii) violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;

(iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

(v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

(a) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

(b) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8. TERMINATION

8.1 This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the Project is achieved under and in accordance with the Concession Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is not qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

9. MISCELLANEOUS

9.1 This Joint Bidding Agreement shall be governed by laws of India.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

APPENDICES

SIGNED, SEALED AND DELIVERED	SIGNED, SEALED AND DELIVERED
For and on behalf of	For and on behalf of
LEAD MEMBER by:	SECOND PART by:
(Signature)	(Signature)
(Name) (Name)	
(Designation)	(Designation)
(Address)	(Address)
SIGNED, SEALED AND DELIVERED	SIGNED, SEALED AND DELIVERED
For and on behalf of	For and on behalf of

In the presence of:

42.

43.

Notes:

44. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

45. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.

46. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.